

REMARKS

The Official Action mailed February 3, 2009, has been received and reviewed. Claims 1 through 20 and 22 were pending in the application. Claims 1 through 20 and 22 stand rejected. Claims 1 through 3, 6 through 10, 16, 18, and 19 are amended herein. Claims 4, 5, 11, 14, and 15 are cancelled herein. Claims 23 through 27 are added herein. Applicant respectfully requests consideration of Claims 1 through 3, 6 through 10, 12, 13, 16 through 20, and 22 through 27 as amended and the allowance of the pending claims.

35 U.S.C. § 102(e) Rejections

Claims 1-16, 18-20 and 22 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Rossignol (U.S. Pat. Pub. 2003/0132252). Applicant respectfully traverses this rejection.

A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. *Verdegaal Brothers v. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Amended independent claim 1 recites, in part, “a bellows part, comprising: a flexible wall; a thickened base at one end of the flexible wall; a turned-back edge at an opposite end of the flexible wall; a cylindrical pressure valve adjacent the thickened base at one end of the flexible wall; and a suction valve encircled by the turned-back edge.” Rossignol fails to describe such recitations and therefore fails to anticipate claim 1.

In particular, Rossignol fails to describe “a bellows part, comprising...a thickened base.” The diaphragm (3) of Rossignol does not have a thickened base and cannot therefore anticipate claim 1. Similarly, Rossignol fails to describe “a cylindrical pressure valve adjacent the thickened base” as recited in claim 1, and the diaphragm (3) of Rossignol does not include such a feature. This failure precludes an anticipation rejection of claim 1.

Claim 1 also recites, in part, “wherein the turned-back edge of the bellows part rests on the top portion of the co-acting part and the bellows part co-operates with the co-acting part.” Again, Rossignol fails to describe such recitations. Instead, the alleged “co-acting part” of Rossignol (rigid cup 4) lies above the bellows part such that at no time does the any part of Rossignol’s alleged “bellows part” (diaphragm 3) rest “on the top portion of the co-acting part” as recited in claim 1. The failure of Rossignol to describe such recitations precludes an

anticipation rejection of claim 1 under 35 U.S.C. § 102(e). *See, Verdegaal Brothers v. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).

For at least the foregoing reasons, independent claim 1 is not anticipated by Rossignol. Applicant respectfully requests the withdrawal of the 35 U.S.C. § 102(e) anticipation rejection of claim 1.

Claims 2, 3, 6 through 10, 12, 13, 16, 18 through 20 and 22 depend, either directly or indirectly, from independent claim 1. As dependent claims, claims 2, 3, 6 through 10, 12, 13, 16, 18 through 20 and 22 include all of the recitations of the independent claim from which they depend: claim 1. Rossignol's failure to describe all of the recitations of claim 1 therefore also carries over to the dependent claims depending from claim 1. As dependent claims of a non-anticipated independent claim, claims 2, 3, 6 through 10, 12, 13, 16, 18 through 20 and 22 are not anticipated.

Further, Rossignol fails to anticipate dependent claims 2, 3, 6 through 10, 12, 13, 16, 18 through 20 and 22 because Rossignol at least fails to describe the following recitations: "a thickness of the flexible wall is greater than the thickness of the turned-back edge" as recited in claim 2; "the outer wall of the co-acting part is conical" as recited in claim 6; "wherein the flexible wall further comprises a concave cross-section" as recited in claim 9; "wherein the flexible wall further comprises a convex cross-section" as recited in claim 10; "wherein the suction valve further comprises three legs connected to the turned-back edge" as recited in claims 16; "wherein the suction valve further comprises a guide protrusion" as recited in claim 18; "wherein the cylindrical pressure valve comprises a cylindrical flexible wall" as recited in claim 19; and the pump and method recited in claims 20 and 22.

For at least the foregoing reasons, Applicant respectfully requests the withdrawal of the 35 U.S.C. § 102(e) anticipation rejections of claims 1 through 16, 18 through 20 and 22.

Rossignol also fails to anticipate new claims 23 through 27.

35 U.S.C. § 103(a) Rejections

Claim 17 stands rejected under 35 U.S.C. § 103(a) as being obvious in light of the combination of Rossignol in view of Santiagiuliana (U.S. Pat. 6,715,649). Applicant respectfully traverses this rejection.

Claim 17 is a dependent claim which depends from independent claim 1. As a dependent claim of a nonobvious and non-anticipated independent claim, claim 17 is also nonobvious. *See, M.P.E.P.* §2143.03 (*citing, In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) (“If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious.”)).

For at least the foregoing reasons, Applicant respectfully requests the withdrawal of the 35 U.S.C. § 103(a) rejection of claim 17.

ENTRY OF AMENDMENTS

The amendments to claims 1 through 3, 6 through 10, 16, 18, and 19 herein and the addition of claims 23 through 27 should be entered by the Examiner because the amendments are supported by the as-filed specification and drawings and do not add any new matter to the application. Further, no additional claim fees are believed to be required.

CONCLUSION

Claims 1 through 3, 6 through 10, 12, 13, 16 through 20, and 22 through 27 are believed to be in condition for allowance, and an early notice thereof is respectfully requested. Should the Examiner determine that additional issues exist which might be resolved by a telephone conference, they are respectfully invited to contact the Applicant's undersigned representative.

The Director is hereby authorized to charge any additional fees or underpayments of fees under 37 C.F.R. §§ 1.16 and 1.17, or to credit any overpayments, to Deposit Account Number 13-2500. Applicant is a large entity.

Respectfully Submitted,



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